

GENERAL TERMS & CONDITIONS OF SALE

SELLER refers to "CALDIC LATAM" and means the following companies: Active Pharmaceutica Ltda, ARPROP S.A., Caldic International LLC, Chemical Products International Corporation S.A., Corporación GTM del Perú S.A., Faria Commercial Corp Ltd, Grupo Transmerquim Holdings Spain S.A., GTM Argentina Comercio de Produtos Quimicos S.A., GTM Asia Ltd, GTM Chemicals Chile SPA, GTM Colombia S.A., GTM Costa Rica S.A., GTM El Salvador S.A., GTM Ecuador S.A., GTM Guatemala Comercio de Productos QUimicos S.A., GTM Holdings S.A., GTM Honduras S.A. de C.V., GTM Honduras Zona Libre S.A. de C.V., GTM México Products and Services S.A. de C.V., GTM Nicaragua S.A., GTM Panamá S.A., GTM Servicios CR S.A., IQAG Armazéns Gerais Ltda, Nitroquimicos S.A., Panamerican Chemical LLC, Quantiq Distribuidora Ltda, Quimicos Basicos S.A., Sotro Financial Inc., Summit Solutions Corp, Terminales Marítimos Latinoamericanos S.A., Tomino Business Corp., where applicable. **BUYER** refers to the entity that buys the products to be sold by the **SELLER**.

1. PURCHASE ORDERS. The Purchase Order must identify the products, their specifications, quantities, prices and delivery dates. The Purchase Order may involve any product in the SELLER's portfolio (the portfolio may be changed at any time). The SELLER may subject the purchase to minimum quantities. The Purchase Order will be considered accepted if it is not rejected by the SELLER within 48 hours of receipt.. Once accepted, the Purchase Order can only be canceled with the SELLER's consent.

2. PRICE & PAYMENT TERMS. The price will be that in force on the date the invoice is issued. The price includes taxes and, where applicable, freight and transportation for delivery of the products, to be determined by the INCOTERM of the operation and agreement between SELLER and BUYER. After the invoice has been issued, any unforeseen costs will be passed on to the BUYER. The SELLER may change the prices and conditions of purchase for the products with 2 days' notice. The SELLER may grant the BUYER a payment term, depending on the pre-approved credit limit. These differentiated payment conditions may be reduced, suspended and/or terminated at any time, without prior notice. In the event of disputes relating to the Products or the invoice, the BUYER shall not be permitted to suspend or postpone its obligations. The offsetting of payment against amounts owed by the SELLER requires prior written authorization.

3. STANDARDS, LEGAL COMPLIANCE AND QUALITY SPECIFICATIONS. The SELLER guarantees that the products supplied comply with all applicable legal and technical standards. The BUYER must comply with all legal and technical rules and regulations applicable to the products, their applications and their transportation and handling.

4. DOCUMENTATION. The BUYER shall be responsible for all authorizations and documents required for the purchase, which must be informed to the SELLER in the Purchase Order.

5. TAXES AND FEES. Each party will bear the respective taxes levied on the operation. **THE SELLER SHALL NOT BE LIABLE FOR ANY TAXES, DUTIES, FEES, LEGAL PROCEEDINGS, DELAYS OR DEMURRAGE RELATING TO OR INVOLVING THE RECEIPT OR NATIONALIZATION OF THE PRODUCTS.**

6. PRODUCT WARRANTY. The SELLER guarantees that the products supplied comply with all applicable legal and technical standards. **UNLESS EXPRESSLY STATED IN THE OFFER, THE SELLER MAKES NO OTHER WARRANTIES FOR THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The BUYER shall inspect the product upon delivery and shall have a period of five (5) days to notify the SELLER of any problem. At the discretion of the SELLER, claims may be submitted to an independent audit, the cost of which will be reimbursed by the BUYER if the claim is deemed unfounded. If the claim is well-founded, the SELLER may, at its discretion: replace the products; refund the BUYER; or offer proportional discounts on future Purchase Orders.

7. DELIVERY TIME. The delivery time will be estimated upon acceptance of the Purchase Order. The SELLER shall make reasonable efforts to meet the BUYER's needs, but shall not be liable for damages arising from late delivery. **SOME DESTINATIONS MAY BE SUBJECT TO MINIMUM VOLUMES AND/OR SCHEDULED DELIVERY DATES.** Title and the risk of loss of the products shall pass from the SELLER

to the BUYER upon delivery of the products, in accordance with the INCOTERM in force.

8. INTELLECTUAL PROPERTY. The intellectual property relating to the products shall remain with the SELLER or the manufacturer. If the BUYER uses the products or sells them in such a way as to violate the rights of third parties, the SELLER shall not be liable and the BUYER shall hold the SELLER harmless and indemnified from any loss, including legal costs and attorney's fees.

9. FORCE MAJEURE. With the exception of payment obligations, other obligations may be suspended in the event of events that are not reasonably foreseeable and prevent the performance of the contract, including any interruption in the SELLER's production and/or supply chain that prevents it from obtaining the necessary inputs under its usual conditions. If the execution of the Purchase Order is suspended due to force majeure, each party shall bear its own costs arising from such situation.

10. LIMITATION OF LIABILITY. The total liability of the SELLER, for any cause or claim by the BUYER, shall be limited to the purchase price of the product. SELLER shall not be liable for additional costs, special, indirect, economic, incidental, exemplary, punitive or consequential damages arising out of the sale, purchase or use of the products, including loss of revenue or profits, business interruption or damage to business reputation. The BUYER shall indemnify, hold harmless and, at the discretion of the SELLER, defend the SELLER and its employees and agents from claims caused by the exclusive or concurrent fault of the BUYER.

11. RECALL. In the event of a recall, (i) if the SELLER is not the manufacturer of the product, the SELLER shall be exempt from any liability to the BUYER. All claims of the BUYER shall be forwarded to the manufacturer; (ii) The BUYER shall cooperate and carry out any action requested by the SELLER for the execution of the recall, including identifying and contacting customers or end users of the product.

12. CONFIDENTIALITY. The Parties agree to keep strictly confidential, for a period of 10 years, any information they know or come to know due to the execution of the Purchase Order, unless disclosure is required by law or regulation or accounting requirement.

13. COMPLIANCE. By placing a Purchase Order, the BUYER accepts these T&Cs and undertakes to comply with all applicable regulations, including, but not limited to, data privacy, anti-corruption and anti-trust laws, export controls/sanctions, as well as environmental regulations.

Each Party represents and warrants that it is aware of the Anti-Corruption and Antitrust Laws including, but not limited to, the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act, the Sherman Antitrust Act of the United States of America and the Treaty on the Functioning of the European Union and that no Party, its employees, directors and/or affiliates will engage, directly or indirectly, in any act that would constitute a violation of the Anti-Corruption and Anti-Trust Laws.

The Parties may collect and process personal and/or commercial data that they receive from the other Party for the sole purpose of carrying out their activities. The legal basis for this is the execution of activities, compliance with legal and regulatory obligations and/or the fulfillment of legitimate interests. Personal data will only be transmitted to processors, recipients and/or third parties to the extent necessary in the context of the above-mentioned purposes.

14. APPLICABLE LAW & JURISDICTION. Sales of products under this T&C shall be governed by the laws of the country where the SELLER is based or of the place of delivery of the products. The United Nations Convention on Contracts for the International Sale of Goods (CIGS) does not apply. Disputes shall be submitted to the exclusive jurisdiction of the courts of the city where the SELLER has its registered office

15. MISCELLANEOUS. These T&C take precedence over the Purchase Order. Each party is independent and will comply with the labor and social security obligations and charges of its respective representatives, agents and employees. Neither party may assign all or part of the rights and/or obligations arising from the Purchase Order without the prior written consent of the other. No provision of these T&Cs may be modified, waived or amended except by an amendment duly signed by the parties. If any provision of these T&Cs is held to be invalid, unenforceable or void, the remaining provisions shall remain valid and enforceable.